Book II-48—34,815—30-1-22.

Revenue (1922) Department.

Miscellaneous SERIES.

G.O. No. 959 —

DATED 30-5-22

[Despatch Abstract.]

Escheat (South Canara) — Uppinangadi taluk — Kolekada etc villages — Property of Rudriah

Orders passed

C.F.69—1,296 24-12-19.

Revenue DEPARTMENT.

REVENUE - E
149

19.1.22

UNDER SECY. TO GOVT. 1st JAN 1922 REVENUE DEPT.

Received ..... 19 . *Registered* 19-1-1922.

Subject.

Escheat (South Kanara) - Uppinangadi taluk - Kokkada etc. villages - Property of Rudraya - Report submitted.

******

ENCLOSURES.
No. .....
.....
Spare copies .....

Reference No. A.5250/21-1

Station Madras. *Dated the* 10th January 1922.

From (Name) H.R.Uzielli Esquire., I.C.S.,

(Designation) ~~SECRETARY, BOARD OF REVENUE~~ LAND REVENUE.

To The Secretary to the Government of Madras,

Revenue Department.

Sir, L.T.Harris Esquire., C.S.I., I.C.S.,
Commissioner of Land Revenue.

****

Read the following:--

* Vide reverse

Application for declaring immoveable property Escheat received from.R.H.Ellis Esquire., I.C.S., Collector of South Kanara, Reference C.No.4677-21-V-3, dated the 10th December 1921.

REFERENCE

Submitted to Government.

2. The Board supports the proposal made by the Collector in para 6 of his letter.

18.1.22.

Secretary.

To

The Secretary to Government,
Revenue Department.

18/1/22 A.S.R/11-1-22

APPLICATION FOR DECLARING IMMOVEABLE PROPERTY ESCHEAT

South Kanara District.

1. Taluk.	Uppinangady
2. Village.	Kokkada, Kaukradi and Nelliady.
3. Description of property.	
4. Area in acres.	
5. Assessment or quit-rent.	Vide separate list. Pages 5 to 7 infra
6. Estimated yearly rent value.	
7. Estimated market value.	About Rs.30,000/-
8. Date of the death of the last owner.	About 1878.
9. Date of publication of notice inviting claims.	24th January 1921.
10. Names of claimants & their relationship to the deceased.	No one has come forward as heir.
11. Particulars of objections raised.	...
12. Collector's recommendation.	One Rudraya, a Shiva Brahmin by Caste, who was governed by the Hindu Law of succession and who owned the properties mentioned in the enclosed list appears to have died about 1867 leaving behind him a widow, Laxmi and a daughter Shridevi. Laxmi died within three

three years of her husband's death and Shridevi died issueless in about 1878. All the brothers and sisters of Rudraya had already predeceased him without leaving any issue. His grandfather Puttaya also had no children and had accordingly taken Rudraya's father Subraya in adoption.

2. That Puttaya had no other heirs except Subraya has also been established by the evidence of 11 independent persons some of whom are very old. No one has come forward in response to the notice published in the District Gazette. It is thus clear that there are no legal heirs entitled to claim the property now. The Government Pleader, Mangalore, who has been consulted in the matter is of the opinion that the statements of the 11 witnesses on record make out a strong prima facie case that the deceased has left no heirs who can at present come forward to claim his estate. The property may, therefore, be declared escheat.

3. A portion of the property was alienated by Laxmi in 1867 after her husband's death and another portion in 1871 jointly by daughter, Shridevi, and her father-in-law, Raghavaya Shridevi being then only 16 years old. Shridevi alone alienated some more properties in 1873 and 1875. In 1877 she alienated all the remaining property with the exception of one plot S.No.135 of Kaukradi to her husband Venkatramanaya by a moktiarnama.

Pages 10 to 14 infra

Pages 14 to 22 infra

4. In all 39 persons are now in possession of the pro-

properties except S.No.135. They were called upon to show how they got possession of the properties. Of these, 7 persons claim the lands in their possession as mulgeni and have produced mulgeni-chits in support of their claim. None of these lease-deeds, however, was executed by Rudraya. 4 out of the 7 are willing to surrender their lands to Government, if they are held to be escheat. The other three want the costs of their improvement to be paid to them before they give up their property. Of the remaining 32 persons, 20 do not possess any title-deeds. The others asked for time to produce their title-deeds, but in the end failed to do so. Nevertheless, all the documents executed by Laxmi and Shridevi between 1867 and 1877 - Page 10 & 24 infra were obtained from the Sub-Registrar's Office. On going through them the Government Pleader, Mangalore is of opinion that one of the -- alienations which appears to have been made for the payment of a — A in page 11 infra decree debt and another debt due by the deceased Rudraya is valid in law and cannot be questioned. The plots covered by this alienation have accordingly been omitted from this application.

5. The one excepted land above referred to, viz., S.No.135 of Kaukradi, is still in the patta of Rudraya and it is enjoyed jointly by Ammu Gowda, Montu Gowda and Puvani Gowda without any title-deed. They admit that the land belongs to Rudraya and that they have no right to it. It has been included in this application. Page 7 infra

6. As most of the persons in possession of the property decline to surrender it to Government, I solicit sanction to file a suit against them for its recovery.

Description of Property.

Survey No. and Sub Division. No.	Description of Property	Area in acres.	Assessment	Estimated yearly rent Value.	Mura
		Kokkada	Rs. a. P.	Rs. a. P.	
120-5	Wet	2.42	2-7-0	12-0-0	
7	Do.	0.73	0-9-0	3-0-0	
65-4	Do.	0.47	1-4-0		1 Mura
6	Garden	0.22	1-9-0	3-0-0	
32-5	Do.	0.76	2-5-0	4-0-0	
2	Dry	7.08	2-11-0	25-0-0	
43-5	Wet	1.18	5-15-0		9
52-6	Do	0.80	3-0-0		4 1/2
4	Do	0.74	2-13-0		4 1/2
29-11	Do.	1.50	7-8-0		6
7	Do.	0.41	2-1-0		3 1/2
18-5	Do.	0.83	1-11-0		2 1/2
15-1	Dry	4.27	21-5-0		16
15-2	Garden	0-10	0-5-0	1-0-0	
17-7B.	Do.	1.26	2-8-0	4-0-0	
19-38.	Do.	0.31	0-10-0	1-0-0	
18-8	Wet	0.73	3-11-0		4
3	Do.	2.50	5-0-0		6
7	Do.	0.78	1-9-0		3
1	Do.	0.72	3-10-0		4
43-3	Do.	1.65	4-2-0		6
130-5	Do.	0.96	4-12-0		10
143-1	Do.	4.68	17-9-0		18
143-2	Garden	0.68	3-6-0	4-0-0	
219	Dry	0.51	0-3-0	1-0-0	
134-6	Wet	2.06	10-5-0		21
20-4	Do.	0.42	0-13-0	4-0-0	
33-7	Do	0.38	1-14-0		4

33-5	Wet-	2.39	11-15-0	✱	9
27-3	Do.	0.50	2-8-0	✱	4
27-8	Do.	0.49	2-7-0		4
26-8	Do.	0.18	0-4-0	1-0-0	
27-14	Do.	0.26	0-6-0	0-8-0	
12	Do.	1.00	1-0-0	3-0-0	
15	Garden	0.22	1-2-0	13-0-0	
13	Dry.	0.56	0-5-0	0-8-0	
111-1	Wet-	1.40	7.1-0		15-
114-1A.	Dry.	0.41	0-2-0	0-8-0	
124-5.	Wet-	1.19	4-7-0		6
111-3A.	Do.	1.34	6-11-0		13 1/2
123-3B.	Garden.	0.70.	1-6-0	2-0-0	
114-3	Do.	0.61	1-4-0	2-0-0	
113-1	Dry.	0.66	0-4-0	1-0-0	
112-1A.	Wet.	0.93	3-8-0		6 1/2
115-3	Do.	2.68	2-11-0	6-0-0	
198	Dry.	1.12	0-7-0	1-0-0	
18-4.	Wet.	0.26	0-8-0	2-0-0	
25-5.	Do.	0.76.	3-13-0		5-
26-4	Do.	0.38	1-14-0		3
26-9	Do.	1.61	8-1-0		9
20 8	Garden	1.17	2.5-0	4-0-0	
33-3	Wet	2.92	14-10-0		17.
2	Do.	0.33	0-8-0	3-0-0	
1.	Dry.	3.38.	2-9-0	3.0-0	
118-4.	Wet.	2.75	13-12-0		24
117-4.	Garden.	1.95	3.14-0	4-0-0	
32-1	Dry.	5-12.	1.15-0	6-0-0	
33-8	Wet.	1.45	1.7-0	7-0-0	
9.	Dry.	1.13.	0-9-0	1-0-0	
126-1	Wet.	0.47.	2-6-0		4
149-6	Do.	1.81.	9-1-0		10
7	Garden.	1.89	9.7-0	15-0-0	

181	Garden.	0.08	0-4-0	0-8-0	
228-2.	Do.	0.43	0-4-0	1-0-0	
119-6	Do.	0.58	0-7-0	2-0-0	
140-1	Do.	0.96	3-10-0		9
		Kankradi Village:			
61-3	Wet.	1.52	1-8-0	6-0-0	
61-7	Do.	1.03	1-1-0	6-0-0	
50-15.	Do.	1.29.	4-14-0		12½
51-2B.	Dry.	0.34.	0-2-0	4-0-0	
43-8.	Wet.	1.36	5-1-0		11
41-5.	Garden.	1.10.	3-5-0	4-0-0	
43-2	Wet	1.18	4-7-0		10.
28-1	Do.	1.73	6-8-0		8
2	Do.	0.27.	0-7-0	1-0-0	
4.	Do.	0.50.	0-8-0	2-0-0	
3.	Garden.	0.17	1-3-0	2-0-0	
29-1B	Do.	0.56	1-2-0	2-0-0	
141-	Dry.	1.21	0-5-0	0-8-0	
135.	Garden.	0.20.	0-10-0	1-0-0	
		Nelliadi Village.			
29-2	Wet	1.46	7-4-0		10.
28-9.	Do.	0.96	2-14-0	6-0-0	
7-2.	Do.	0.32.	1-10-0		2
7-5.	Dry.	1.24.	0-10-0	1-0-0	
8-3.	Wet.	2.66.	10-0-0		20,
			29-14-0	176-8-0	339½

11.1.22.

AM 18/1/22

JJ 18.1.22

Received in Fair Copying Section.
Copied. P.R.N.31-1-22.
Examined.
Signed.
Despatched. 31/1.

/6/

~~O~~m No 149 9/22-1 d 30.1.22

E8-cheat (South. Kanara) Uppinangadi taluk - Kokkada etc Villages - Properties of the late Rudraya - Reference from the Board of Revenue L.R- A- 5250/21-1 d 10.1.22

The Board of Revenue is requested to forward copies of all documents by which the properties of the late Rudraya were alienated by his daughter and the widow

DP & return.
ASD
30/1/22

30/1/22

DESPATCHED
31 JAN 1922

ASD.
27.1.22

27.1.22

To

The Board of Revenue
L.R.

14-4-21

C.F.—30.

19

Revenue DEPARTMENT.

UNDER SECY. TO GOVT. REVENUE DEPT. 8-4-1922

CURRENT No.

Received ..... 19 *Registered* 3/4/ 19

REVENUE - E 937

Subject.

Escheat (South Kanara) - Uppinangadi Taluk - Property of the late Rudrayya.

ENCLOSURES.
No.
Spare copies

Reference No.B.966-22-1

Station Madras., *Dated the* 28th March 1922.

From H.R.Uzielli Esquire.,I.C.S.,

Secretary, Land Revenue.
~~The~~ Board of Revenue, ~~Revenue~~ Settlement, etc.
Separate Revenue

M.E.Couchman Esquire.,I.C.S.,Commissioner of Land Revenue.

~~Resolution~~
~~Reference.~~ ******

Read the following:--

Letter from M.R.Ry.A.Ramacha Nadungadi Avl.,B.A.,B.L Collector of South Kanara, Reference No.4677-21-V-3, dated the 14th March 1922.

*****

REFERENCE

Reference:- Government Memorandum No.149-E-22-1 Revenue, dated 30-1-1922. P. S. supra.

English translations of the documents called for are submitted.

H R Uzielli
1.4.22
Secretary.

To
The Secretary to Government,
Revenue Department with 1 enclosure.

A.S.R/30-3-22

31.3.22

/-50/

ENGLISH TRANSLATION.

The sale deed of immoveable property executed on 24-12-1867 by Lakshmi, wife of Kokkada Rudraya of Uttara village and Echakke, younger sister of Rudraya jointly in favour of Krishna Upparna, son of - Yedanji Keshava Upparna of Kokkada village, Shisla magane, Uppinangady Taluk is as follows:---

We have sold to you the field called 'Poyya gadde' of the seed capacity of one mura consisting of three pieces in one row in 'yedanji bailu' out of the property called Achu Pauvani Madava assessed at Rs.57-14-5 appertaining to Geni No.13 of Uttara village purchased by our ancestor Subraya Shanbhogue and situated below 'Kelagina kayara gadde' of Kodange Kalaya and above 'Elu thonta gadde' of Tenku bella Vasudeva Todtillaya's warg and handed it over to you after receiving Rs.50/- being the price settled for it. You may have its patta registered in your name and you and your successors might enjoy it in perpetuity paying off to Government its assessment of - Rs.3-7-0. We have of our free will executed this sale deed to the effect that you may enjoy the lands, gardens, fields, etc. appertaining to this plot and may also get their patta registered in your name.

(True Extract)

The sale deed executed jointly on 26-12-1867 by Laxmi, wife of Rudraya and Echakke, daughter of Kadaba Subraya residing in Uttara village, Shisla magane, Uppinangady Taluk in favour of Krishna Todtillaya, son of Venkatramana Todtillaya, residing in Kokkada village, Uppinangady Taluk is as below:- The description of the property called Achu Puvani Madava appertaining to geni No.13 of Uttara village and assessed at Rs.57-14-5 given on mulgeni by our ancestor Kadaba Subraya to your father, Venkatramana Todtillaya for Rs.200 in 1238 Fasli (Shravana Shudda 8th of Sarvadari year) is as follows:- Property called Jaraketadi comprising of 3 pieces of the aggregate seed capacity of 1½ muras situated above 'Punachetimaru' of Parivara Devappa near the house of Venkatesha Todtillaya of Kela Kokkada, sandy field of the seed capacity of 2½ muras above your 'Makaltimara', 'Birramunda' one mura below your 'Talatimara' 'Kayambaki' field of the seed capacity of ¼ mura above 'Bhavalatimara' 'Bajibali' field of the seed capacity of 1½ muras lying to the east of it, 'Linganda'

field of the seed capacity of ½ mura to the east of your Kedagi-dadi, 'Baletadi' field of the seed capacity of ½ mura to the east of your 'Hankarade', Papanda field of the seed capacity of one mura above 'Talimaru' near Kevappa's house - total bail - 8¾ Achle muras. The description of the property out of the warg referred to above conveyed to you now by means of this sale deed after obtaining from you Rs.162 for satisfying the execution in O.S.No.317/58 on the file of the District Munsif of Mangalore against Rudraya, the husband of Lakshmi, the 1st of us, is as follows:- One field of 12 pieces of the seed capacity of 2½ muras stretching as far as your 'majlu' and situated above your -- 'pludkettur' bail, sandy field of the seed capacity of ¾ bailu muras, adjoining 'Baletadi' field mentioned above. We have given you in all property of the seed capacity of 12 muras for Rs.362 obtained from you. You may pay off its assessment Rs.46/- and have the warg registered in your name. You and your successors may enjoy all the lands, fields, bagayats, etc. appertaining to it in the same way as the mulgars had been doing. We declare that we and our successors shall have no manner of right whatsoever in this property. To this effect is this sale deed.

(True Extract)

The ildarwar deed executed on 4-1-1871 by Shridevi (aged 16 years) daughter of Kokkada Rudraya, agriculturer by occupation and stanik by caste, residing in Shabaradi of Uttara village, Shisla magane and Moraje Raghavaya (aged 57 years), agriculturer by caste and son of Stanik Krishnaya of Valpa village and guardian of Shridevi refefred to above in favour of Halemane Narayana Yedapadithaya agriculturer by occupation and Shivalli Brahmin by caste, residing in Piltinja village, Porkala magane, Uppinangady Taluk is as follows:- We have, out of necessity to meet the expenses of civil litigation received from you this day Rs.200/- made over to you on ildarwar. The entire property which we have and have been enjoying and which appertaining to Perdathaya Akkasale Thimmappa's warg geni No.9 (assessed at Rs.13-5-2) of Uttara village, Shisla magane, Beltangady Sub District and lying within the undermentioned boundaries - East Bana, South Kajevu-balli of geni No.13, West Thodu, North Kayarageade of [illegible]

Two of the fields of the seed capacity of one mura lie within these boundaries at the place called 'Danje'. Also field of 2 pieces of the seed capacity of 2 muras situated in the same bail within the following boundaries is also made over to you - East: Thodu, South: Balli Field of Upparna's warg, West: Thodu, North: Todtillaya's Bajada Balli. We shall within 8 years from this date i.e. by 4th January of 1878 repay to you the Rs.200/- mentioned above and redeem this property from you along with this document. Till then you may enjoy this property and pay to Government direct and not to us Rs.13-5-2 by way of assessment, - together with road cess. We shall not be entitled to claim anything more in respect of this property nor shall you be entitled to claim any interest on your money. As stated above, you have to surrender the property to us on our paying back your money. This ildarwar deed has been executed by us of our own free will.

(True Extract)

The ildarwar deed executed on 4-1-1871 by Shridevi (aged 16 years) daughter of Kokkada Rudraya, agriculturer by occupation and Stanik by caste, residing in Shabaradi of Uttara, Shisila magane and her guardian Moraje Raghavaya (aged 57 years) agriculturer by occupation and son of Stanik Krishnaya of Balpa village, Panji magne in favour of Ramanna - Yedapadithaya (aged 49 years) son of Halemane Narayana Yedapadithaya, agriculturer by occupation and Shivalli Brahmin by caste, residing in Polikincha village, Porkala magane, Uppinangady Taluk is as follows:-- We have out of necessity obtained from you Rs.500/- in the presence of persons who have attested this deed and have made over to you on ildarwar entire bail property of 9 muras seed capacity which has been in our - enjoyment, which appertains to 'Rama Machinthaya 'Linga's warg geni No.11 (assessed at Rs.28-14-4) of Uttara village, Beltangady Sub District and which lies within the boundaries undermentioned - 1st property of four plots of 'Alada' fields of the seed capacity of 2 muras - East: 'Balli' field of Yerake Krishna Yedapadithaya, North and South: Thodu, West: 'Nadutimara' 2nd property - Ponnimara bail field of 3 plots of the seed capacity of 2 muras - East: 'Balli' gadde of Pelatinja Ramappa Yedapadithaya, South and North: Thodu, West: Sandy field.
3rd property - one field consisting of 4 plots viz. 'Sakote Balli', 'Mavinadi kulanji', 'Naduade' and 'Yennegadde' of the seed capacity

of 3½ bail muras - East: Muddale kulanji of barber Sesu and Balti gadde of warg geni No.2, South and North: Thodu, West: Pelatimaru of Vasu Todtillaya. 4th property - Ponnaranje field of the seed capacity of 1½ bail muras - East: Yemme balli, South and North: Thodu, West: Devatimari. We shall redeem this property together with this document by paying off this Rs.500 in one lump sum after 6 years from this date but within eight years i.e. by 4-1-1876. Till then you may enjoy this property, but you should pay its assessment Rs.28-14-4 to us annually. You have no right to claim any interest on your money and we shall not demand any rent from this property. To this effect is the ildarwar deed. And along with the assessment you have also to pay road cess.

(True Extract)

The mulgeni chit executed jointly on 5-1-1871 by Shridevi of 16 years of age, daughter of Kokkada Rudraya agriculturer by occupation and Stanik by caste, residing in Shabaradi village of Uttara village and her guardian, Moraje Raghavaya of 57 years of age in favour of Shrinivasa alias Cheena Upparna, of 32 years of age, son of Ramanna Upparna, agriculturer by occupation, - Shivalli Brahmin by caste, residing at Aladka of Kokkada village, Shisla magane, Uppinangady Taluk is as follows:-- You have this day obtained on mulgeni the property of the seed capacity of Ajle muras 1½ and bettu muras 1½ which you were hitherto enjoying as chalgeni tenant out of the property 'Voni Madavaya's putta', assessed at Rs.27-8-5, appertaining to geni No.15 of Uttara village Shisla magane, Beltangady Sub District belonging to Rudraya, father of Shridevi, referred to above and lying within the undermentioned boundaries:---

1st property of 3 kalsige, East: Thodu, South: Rama Nayak's Kukkeballi, West: Bettu field of this very warg, North: Bailu Kulanji of your warg.

2nd property of three plots of 3 kalsiges near our house. East: Thodu, South: Tank, West: Garden, North: Balligadde of Krisnna Upparna.

3rd property of 16 bettu plots of 6 kalsiges north of your

house. East: Bailu, South: Agalu, West: Bettugadde, North: Hale tree.

In respect of it you have to pay annually by the end of March to one of us, Shridevi Rs.12-4-0 fully being the rent fixed thereon and obtain a receipt therefor. You may make improvements on the land by planting plantain trees, etc., enjoy it perpetually through your successors. You should, however, give the customary dues such as 'Bitti, begari. Neither we nor our successors shall have any right either to demand the property back or to ask for any additional rent. If the rent stated above is not paid on the due date and is in arrears this mulgeni right will stand cancelled and you shall not oppose its cultivation if we want to cultivate it ourselves. If you yourself should wish to relinquish it, we shall pay you for your improvements the value which wise people fix for the same. You or your successors shall not have any right to alienate this property by means of mortgage etc. on the strength of this mulgeni deed. You can only enjoy it in perpetuity through your successors in succession. We have received the yedruvallu executed by you in the same manner. To this effect is this mulgeni chit.

(True Extract).

The sale deed executed on 28-10-1872 by Shridevi of 18 years of age, daughter of Kokkada Rudraya, agriculturer by occupation and Shiva Brahmin by caste, residing in Uttara village in favour of Sankanna alias Shankranarayanaya of 28 years of age, son of Pilatinge Krishnappayya of the said occupation, caste and village, Sisla magane, Uppinangady Taluk is as follows:- I have out of my necessity sold to you for Rs.100 my following two ancestral properties with their houses, cowpen, forests, etc. called after my ancestor Patali Subraya, assessed at Rs.13-10-4, appertaining to Geni No.3 of Uttara village, Sisla magane, Beltangady Sub District, South Kanara District:---

1. The property of the seed capacity of 9 kalsiges of bailu and 2 kalsiges of bettu, Boundaries -- East: Ridgi, South, North and West Thodu.

2. Garden:- East: Ridge, South: Small thodu and agalu on the edge of the field obtained by you on mulgani, West: the g front gopura of Shri Vaidyanatha Dev of Kokkada - North - Tank.

Out of the sale amount I have received Rs.60/- on the document executed by me on 11th March of this current year, and Rs.40/- in cash today. Hereafter you and your successors may make improve-ments and plant plantains trees, etc. and enjoy the property in perpetuity, have the patta registered in your name and yourself receive the customary honours (vantige, varadu, bitti begari, mana mariyadi, etc.). I and my successors shall have no right whatever over this property. I have executed this sale deed of my own free will.

(True Extract)

Mulgeni yedruvalli executed on 28-10-1872 by Shridevi Amma of 18 years of age, daughter of Kokkada Rudrayya, agriculturer by profession and Shiva Brahmin by caste of Uttara village, Sisla Magane, Uppinangady Taluk, in favour of my tenant, Subba of 49 years of age, son of Beeri Kukka Mainda, agriculturer by occupation and Cowda by caste, residing in the said village is as follows:--- I ~~filed~~ a suit against you in respect of 7 plots of bailu of the seed capacity of 5½ kalsiges and 2 plots of majlu of the seed capacity of ½ mura and the house, cowpen, kitchen, garden, coconut and arecanut trees, water, etc. on its border at Maruvantila bailu out of my ancestral property Achu Puvani Madra assessed at Rs.56/- and odd, appertaining to geni No.13 of Uttara village, Sisla magane, Beltangady Sub District, South Kanara District, situated within the undermentioned boundaries:- East: Land called tiger's cage, South: Small thodu, West: Bund of the field of Maruvantila Mainda's warg, North: Bund of the said field and kattepuni behind the house of Sanne Gowda.

The suit was decided in my favour in appeal also. You then told me your difficulties and in the presence of wise men you undertook to pay me Rs.80. I have, ~~xxxxx~~received this amount paid to me by you in Court. I have, therefore, given the said property to you on mulgeni. You and your successors may enjoy the property in succession duly paying o me the rent of Rs.9/- fixed for it by the end of March every year and obtain receipt therefor. I and my successors shall not be at liberty to demand either additional rent or surrender of the property. In case you desire to -

relinquish it, I shall take it back by paying you Rs.80/- now paid by you and also the cost of your improvements as valued by wise men. You and your successors shall not by virtue of this mulgeni deed alienate the property in any manner whatsoever. If the rent be not paid on the due date, then in that year only you shall pay Rs.2/- extra i.e. Rs.11/- in all by the 10th of April. You may receive the customary honours yourself. You should assist me in thatching my house. To this effect is this mulgeni yedruvali.

(True Extract)

The ildarwar deed executed on 19-2-1873 by Shridevi, daughter of Kokkada Rudraya, landholder, Shiva Brahmin, residing in Uttara village Sisla magane, Uppinangady Taluk in favour of Shrinivasaya alias Cheena Upparna of 34 years of age, son of Ramanna Upparna, agriculturer by occupation, Shivalli caste, residing in Kokkada village of the said magane is as follows:-- I have received Rs.1000/- paid by you in cash before the Sub Registrar, and have made over to you on ildarwar out of necessity the property assessed at Rs.26/- out of my property 'Voni Madava's Putta' assessed at Rs.27-7-5 appertaining to geni No.1 of the said Uttara village in the Beltangady Sub District, South Kanara District, situated within the undermentioned boundaries:---

1. Nira Kulanji consisting of 5 bailu plots of the seed capacity of 2½ ajle muras and one garden East: Krishna Todtillaya's balli field, South: Hale tree and Ramappa Acharya's bailu field, West: the said Ramayya Acharya's bailu field, North: Thodu.

2. Bajlu plots 2 of the seed capacity of 7 seers to the north the above field. East, West and North: Wall, South: Thodu.

3. Bailu plots 8 of the seed capacity of Achle muras 3. East: Bijatimaru of Bajada Krishna Todtillaya, South: Thodu, West: Kudutimaru of Upparu Narayana Upparna, North: Thodu.

4. Bailu field of the seed capacity of ¾ mura adjoining the above on the south. East: Thodu, South: Rama Naika's Kukkebail, West: Bettugadde of this very warg, North: Bailu kulanji of your warg.

5. Bailu plots 3 of the seed capacity of Achle mura ¼ near your house. East: Thodu, South: Tank, West: Garden, North: Krishna Upparna's balli field.

6. Bettu plots 6 of the seed capacity of Achle muras 1½ on the

-9-7

north of your house. East: Bailu, South: Agalu, West: Parivara Manajppa's bettu field, North: 'Hale' tree.

You should yourself pay the Government assessment Rs.26 and also road-cess and you may enjoy the property and have the patta registered in your name. You shall not claim any interest on your money and I any rent from the property. I shall within 50 years from this date i.e. by 20-2-1923 pay in one lump sum the principal sum of Rs.1000 and cost of improvements as valued by wise men through Court and redeem this property with this document. If the amount be not paid on the said date the property shall be regarded as sold to you and you and your successors may enjoy it in succession. Till the due date you may receive the customary honours attached to the said property. This ildarwar deed has been executed by me of my own free will.

(True Extract)

The mulgenichit executed on 19th February 1873 by Shridevi of 19 years of age, daughter of Kokkada Rudraya, landholder, Shiva Brahmin, residing in Utta village, Shisla magane Uppinangady taluk, in favour of my tenant Dugga Gowda, of 45 years of age, son of Timma Gowda, cultivator by occupation and Gowda by caste, residing in the said village is as follows:-

I have received Rs.200/- given by you in respect of my undermentioned property of 4 plots of the seed capacity of 1½ Ajle muras and 3 majlu plots of the seed capacity of 1/2 ajle mura at Aaremi which is a portion of Kalladka Ishwara assessed at Rs. 204/- appertaining to geni No.2 of Uttara village and given it to you on mulgeni. East: Thodu, South Wall, West and North: Thodu. You and your successors may, therefore, enjoy the property by making improvements in it and paying to me every year by the end of March Rs.4/- being rent agreed to be paid by you.and also road cess. You and your heirs shall not be entitled to ask for interest on your money and I and my successors shall not be at liberty to ask for more rent and for the surrender of the property, You and your successors shall not, by virtue of this mulgenichit, possess the right of alienating the property in any manner whatsoever. If the rent be not paid on the due date, you shall have to pay interest at 12% from the 1st of January till the date of payment. To this effect is this mulgeni chit.

(True Extract)

The sale deed executed on 30th June 1873 by Bhavani Shankraya, son of Mukadappa Ramachandraya, document writer, Saraswath Brahmin, residing in Nekkilady village, Puttur magane in favour of the Bhandaram of Shri Vaidyanath Vishnumurti Dev of Kokkada village, Sislamagane, Uppinangady Taluk is as follows:-

I have this day sold and made over to you for Rs.500/- on account of my necessity the property of the seed capacity of 9¾ muras with the fruit and bagayat trees such as cocoanut arecanut, jack etc. going by the name of Shubhedar Rodraya assessed at Rs. 33-14-10 appertaining to geni No.5 of Kokkada village, Sisla magane in the Beltangady Sub District, South

Kanara District, which I obtained on mulgeni from Kokkada Rudraya on 5th Decr. 1864 for Rs.425/- and which I am enjoying after my right to it was established in appeal judgment in A.S.No.126/1871 on the file of the Mangalore District Court and which is situated within the undermentioned boundaries:-

East: Kalanji Timaru bailu field of Miyala Narsaya's warg, South: Pariah hut and old enclosures/ West: Bailu field of warg geni No. 2 North: Hill. Within these lie Bailu field called Kenje Maraya of the seed capacity of 2 muras, bai bailu plots 3 of the seed capacity of 2 muras below Devu Bhandary's balli, below this Pachi Balli plots 2 of one mura seed capacity, below this Abrimaru of 2¼ mura seed capacity, below this vattu field of the seed capacity of one bail mura, bettu plots 14 of the seed capacity of 1½ muras from above the thodu to pariah hut on the south.

Particulars of Rs.500/- received by me- Rs.300/- received by me as per registered document executed by me on 8th April last in favour of the said Bhandaram of the temple, Rs.100/- received today from the said temple's moktessor, Ramanna Yedapadithaya Rs.100/- received through moktessor, Venkatesha Baltillaya. I have, therefore, made over the property to the Bhandaram of the Deva through the said moktessor. Hereafter the said property may be absolutely enjoyed on behalf of the Deva, by making improvements therein and paying assessment to Government and getting the patta registered in its name. Hereafter 4½ muras of rice annually at the rate of ½ a seer a day should be offered to the said Vaidayanath Vishnu Murthi Dev as "Amritapadi Naivedya" in the same manner as I used to. Hereafter I and my successors shall have no right whatsoever in this property. The mulgeni deed which I got from Rudraya relating to this property and which was filed with the appeal mentioned above is now with those records in the Court of the Principal Sadar Amin of Mangalore. I shall get it back and hand it over to the said moktessor within three months from now. I have now given the certified copy of the decree in the said appeal. To this effect is this sale deed of bagayat etc. The property should be released to me, if I pay to the temple the kanom amount of Rs.500/- of this document within 10 years from this date. This should not be refused.

As the temple moktessor who got this document did not agree to the conditions I wrote above regarding the payment of the principal within 10 years, I have cancelled the same. This sale becomes absolute and I ~~here~~ Lane thereby lost all my rights.

(True Extract)

The sale deed executed on 3rd June 1875 by Shridevi of 22 years of age, daughter of Kokkada Rudraya of agricultural occupation, landholder, Shiva Brahmin, residing in Uttara village, Sisla magane, Uppinangady Taluk in favour of Vasudeva Bhatta of 24 years of age, son of Subraya Bhatta of agricultural occupation, Shivalli Brahmin, residing in Piltinja village, Porkala magane of the said Taluk is as follows:-

I have received from you Rs.250/- and have sold and made over to you out of my necessity the property of the seed capacity of 2½ bailumuras at Piltinja bailu out of Bola Kumbabaya appertaining to geni No.4 of Uttara village, Sisla magane, in the Beltangady Sub District, South Kanara District lying within the undermentioned boundaries together with the bagayat and other fruit trees standing on its margin:-

East : Thodu, South : Padmanabha Yedapadithaya's Munishe Timaru field West: Wall, North: The bund of Bedruballi field of Venkatramana Yedapadithaya.

You may hereafter have its patta registered in your name and enjoy the property perpetually through your successors paying off its assessment of Rs.5/- and also road cess to Government directly. I and my successors have no right whatever in the said property. This sale deed has been executed by me of my own free will.

(True Extract)

The sale deed executed on 2nd June 1875 by Shridevi, of 22 years of age daughter of Kokkada Rudraya, cultivator, land-holder, Shiva Brahmin, residing in Uttara village, Sisla magane, Uppinangady Taluk in favour of Narayana Nuritaya of 25 years of age, younger brother of Krishna Nutithaya of 33 years of age, son of Keshava Nuritaya cultivator, Shivalli Brahmin, residing

in the said village is as follows:- I have received from you in the presence of those who have attested below Rs. 400 for which - amount as fixed by wise men I have sold to you on account of my necessity the garden of the seed capacity of 8 bailu muras and one majlu mura, called Kurtalaje Subraya (assessed at Rs.27-2-0) appertaining to geni No.15 of Uttara village, Sisla magane in the --- Beltangady Sub District, South Kanara district which has come to me from my ancestors and which lies within the undermentioned boundaries together with bagayat, house, cowpen, kitchen, fruit trees, forest, etc, appertaining to it. East, West and South: Small thodu, North: Stream. I have therefore made it over to you and have thereby lost all my - rights over it. You and your successors may hereafter enjoy it perpetually by planting in it and making improvements. I and my successors shall have no manner of right whatsoever in the property. This sale deed has been executed by me of my own free will.

(True Extract)

The sale deed executed on 2-6-1875 by Shridevi of 22 years of age, daugher of Kokkada Budraya, landholder, Shiva Brahmin, residing in Uttara village, Sisla magane, Uppinangady taluk in favour of Venkataramana Upparna of 43 years of age, son of Keshava Upparna, cultivator, Shivalli Brahmin, residing in Kokkada village of the said magane is as follows:- I have sold on account of my necessity to you for Rs.275 the properties called Parlitaya Akkasale Timmappa, assessed at Rs.13-5-2 appertaining to geni No.9 of Uttara village, Sisla magane, in the Beltangady Sub district, South Kanara district which have come down to me by succession and which lie within the following sets of - boundaries.-

Property of the seed capacity of one bailu mura. East: Your Kayamtimaru of warg muli No.6 of Kokkada village, South and North: Thodu, West: Field appertaining to geni No. 13 of Uttara village.

Property of the seed capacity of 2 bailu muras. East and West: Thodu, South: Kalai Thimaru of warg muli No. 16 of Uttara village, North: Field of Bajada Vasu Todtillaya's warg.

Particulars of the amount received.

Rs. 200 which you paid on my behalf on 24-6-1871 by executing an ildarwar deed in respect of this very property in favour of Piltinja Ramanna

Ramanna Yedapadithaya to whom I and my father-in-law Raghavayya had given it on arwar on 4-1-1871 for a period of 8 years by means of a registered document Rs.75 received in cash this day. I have made over to you the property within the boundaries specified above together with the bagayat, house, cowpen, kitchen, forest etc., appertaining to it and have lost all my right over it. You and your successors may hereafter enjoy it permanently making improvements therein by planting etc. I and my successors have no right whatever in the said property. This sale deed has been executed by me of my own free will.

(True Extract)

The conditional sale deed executed on 25-1-1877 by Shridevi of 20 years of age, daughter of Kokkada Rudraya, landholder, Shiva Brahmin, residing in Uttara village, Sisla magane, Uppinangady taluk in favour of Sheertalaje Krishna Nuritaya of 32 years of age, son of Keeshava Ashranna, landholder, Shivalli Brahmin residing in the said village is as follows:- I have on account of my necessity sold to you for Rs. 1300 for a term bailu field of the seed capacity of 10 Achle muras, called Rama Muchkentaya's linga, assessed at Rs. 28-14-6 appertaining to geni No. 11 of Uttara village, Sisla magane, Uppinangady taluk in the Beltangady Sub District, South Kanara district which has come down to me by succession and which lies within the undermentioned sets of boundaries:-

Honnimaru field of 3 plots of 2 muras seed capacity at Miyala bailu-East: Bund of Bailu field of Ramappa Yedapadithaya's warg, South and North: Thodu, West: Bailu field of warg muli No. 1.

Aladagadde of 4 bailu plots of 2 muras seed capacity in the same bailu. East : Bund of bailu field of Parake Krishna Yedapadithaya, South and North: Thodu, West: Bailu field of Piltinja Padmanabha Yedapadithaya.

Below this, Ponnaranche of the seed capacity of 2½ bailu muras. East: Bund of bailu field of Balapa Ramakrishna Asranna's warg, South and North: Thodu, West: Deva's Timaru

field.

Below this bailu plots 4 of 3½ muras of seed capacity. East: Bund of bailu field of Barber Sesu's warg and bund of field of warg Geni No. 2. North and South: Thodu, West: Field of Bella Vasteva Todtillaya's warg.

Particulars of money received.

Rs. 500/- which you have undertaken to pay to Ramanna Yedapadithaya in order to redeem, on the date of expiry, the ildarwar which I had executed previously in respect of the property of this very warg. Rs.800/- obtained today in cash. As I have thus received Rs.1300/- as per the above particulars, I have made over the said property to you. You may hereafter have the patta registered in your name and make improvements paying the assessment to Government. I shall within 15 years from this date i.e. after Vishu Shankramma of 1892 and before Vishu Shankramana of 1894 redeem this property by paying you the principal of Rs.1300/- and the cost of improvements that may have been made by you as valued by wise men. If I ~~fail~~ fail to so pay the amount on the due date, this deed shall have the force of sale in respect of the said property and you and your successors may enjoy it permanently getting the patta registered in your name. But if I pay the principal and the value of improvements on the due date, you should be bound to surrender the said property to me. This conditional sale has been executed by me of my own free will.

(True Extract)

The sale deed executed on 23rd April 1877 by Shridevi, wife of Moraja Venkatramanaya and daughter of Kokkada Rudraya, landholder, Shiva Brahmin, residing in Uttara village, Sisla magane, Uppinangady Taluk in favour of Kurtalaje Krishna Nuritaya of 32 years of age, son of Keshava Ashranna, landholder, Shivalli Brahmin, residing in the said village is as follows:-

I had on 25th January of this year given to you as per document No.22 registered at page 114 of Book, No. I Volume IV in this Sub Registrar's Office, by conditional sale for a term of 15 years for Rs.1300/- all the property, of the seed capacity of 10 bailu muras, called Rama Kuchkentaya Linga, assessed at Rs. 28-14-6 and appertaining to geni No. 11 of Uttara village in the Beltangady Sub

District , South Kanara District. As wise men have decided to-day that you should pay me Rs. 100/- if I were to withdraw the condition in the said sale deed of redeeming the property by paying you the said sum of Rs.1300/- within 15 years i.e. after Vishu Shankramana of 1892 and before Vishu Shankramana of 1894 and as you have already paid me Rs.50/- out of this, and Rs.50/- today in the presence of the Sub Registrar, I have by this document cancelled the condition specified above and have lost my right. You and your successors may, hereafter, enjoy the said property permanently. I and my successrs have no manner of right. The boundaries of the property are the same as those specified in the sale deed above mentioned.

(True Extract)

(True translations)

Subject. Es.cheat. (South Kana
Uppinangadi taluk. Kokkadac
Villages. Property of Rudraya

C No 479/2/22 - from the Board of
Revenue. LR. Ref A.5250/22
10.1.22

To Under Secretary

In the circumstance
reported by the Collector of
South Kanara, the Board is
recommendation to declare
the lands escheat may be
approved. A draft order is
submitted for approval.

DSO 23.1.22 AM 23.1.22. The case involves some important questions of law. The widow has only a life interest but what is the nature of the daughter's right. Has she not acquired an absolute right & if so are not the alienations made by her valid. If she has an absolute right and did not choose to contest the alienations made by her mother is it open to Govt to repudiate them. If

the property has become escheat can Govt. eject the present occupants without compensating them for the improvements effected by them if any. If this cannot be done then we should know the value of the improvements. In view of the value of the property and the period — 43 yrs — that has elapsed since the death of the daughter it seems desirable to consult the Advocate General in the matter especially ~~in view of the fact~~ as Govt. will have to file a suit in regard to most of the items. The Advocate may with these documents by us the properties were obtained by the daughter & the widow and if it is decided to consult him these will have to be called for.

24.1.22

Please call for [illegible] & send to Advocate General

25/1/22

To Under Secretary.

A draft opinion is submitted for approval.

27.1.22

30/1/22

27.1.22

Om No 149/2 922 -Id 30.1-22-
To The Board of Revenue LR.
C No 932/2 922 - from the Board of Rev
LR - Ref no 966-22-1 d
28-3-22

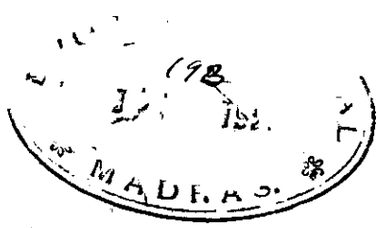
To Under Secretary.
The file may be sent N.o to the Advocate-General for favour of opinion

8/4/22 AM 6.4.22

1/11.4.22

Rev no. 149E-2
dt 12/4/22

To The Adv. Gl. o



30 / 4

E 9 2.5.22

REVENUE - E
1205
Regd 2-5-22

No. 375

N O T I C E.

Ref: U.O.No. 149 E./22-2 dated 12-4-1922. Revenue,
Subject—Escheat (South Canara)—Uppinangudi
Taluk - Property of Rudriah.

In this case, on a perusal of the papers, I find that after the death of Rudriah, his wife and daughter enjoyed the properties in question and both of them appear to have alienated portions of the properties. On the materials before me, I consider that there is a very strong case made out for the government on the basis of an escheat. Taking it that the parties are governed by the ordinary Mithakshara law, there can be no doubt that both the widow and the daughter of Rudriah are entitled only to limited estates under the Hindu law; and, on the death of the daughter in the absence of any other heirs—gotrajas or bandhus—the government becomes entitled to the property by escheat. Of course, where the Crown claims by escheat it must make out affirmatively that there are no heirs (Vide, Mayne's Hindu Law, para. 589, page 800). It is clear at the same time that when the Crown has taken the properties, its title prevails against all unauthorised alienations but is subject to any charge properly created.

B/31

The Mulgeni tenures of South Canara stand on a peculiar footing. So far as I understand the law bearing on the subject in the case of the death of a Mulgenidar without leaving any heirs, the property in the mulgeni does not escheat but reverts to the mulga. No such complications, however, arise in this case, because the widow and daughter in question are persons who have created mulgeni leases and are not mulgeni lessees. There is no reason to be apprehensive about the daughter's absolute rights because she has none. It is only in Bombay that in certain circumstances, female heirs acquire absolute estates in property. Shivala Brahmins of South Canara are not entitled to invoke this doctrine in aid.

In these circumstances, therefore, the following propositions may be laid down:—

(1). The widow had an interest in the properties determinable with her life.

(2). The daughter had a similar interest and did not acquire any absolute rights.

(3). The alienations made by the widow and daughter stand on the same footing.

(4). It is therefore possible to dispute the alienations and to set aside all those that are not supported by adequately proved necessity. In this matter I -

agree with the opinion of the Government Pleader, — Mangalore, as to the two alienations specified by him having regard especially to the observations of the Judicial Committee in recent cases regarding the weight to be attached to recitals in old documents. (43 M. 541).
The question of improvements is a more difficult one to consider but as to the alienations other than the one referred to, the highest compensation to which the tenants would be entitled would be in respect of improvements effected after the death of the daughter and up to the date of the government's suit.

The principle underlying section 51 of the Transfer of Property Act implies on the part of the person making improvements to any property the belief in good faith that he is "absolutely — entitled thereto". It is a matter for doubt whether the principle can be legitimately invoked at all by the mulgeni lessee from the limited owners. (Vide, the very instructive decision in 12 C.L.J. 391 per Mookerjee and Teunon JJ. @ pp. 397-398). The government can well proceed on the assumption that they have a right to recover the lands in question and that the chances of the tenants getting any compensation for improvements are slight.

Madras,
1—5—1922.

C P Ramaswami Ayyar

Advocate General.

4 33

Rev. Dept.

To us

The Advocate General is in favour of asserting the claim of the State to the properties as escheat. The draft order submitted may be approved.

8.5.22.

10.5.22.

Standing over the Bd. of Revenue to write a letter asking a case of escheat — S. Canara. The Advocate General was to be asked to obtain his opinion of the G-G in Council whether the Govt. have a good case. If so, proceedings of the Board of Revenue should be called for by writ of mandamus.

C2
C3.

14/5/22.

Box 11
Circ. 12.5.22.
Rd 16.5.22.

I think the facts of the case are plain & they have been rendered plainer by the fact that no one has so far come forward to claim any interest in the property. Of course the alienations made by the widow & daughter who merely possessed life interest cannot operate after their demise. The only sale deed executed for legal obligations has been accepted as covering the properties comprised therein excluded from the Schedule. I have no hesitation whatever in holding that the rest of the properties which formed the Estate of the late Rudrayya are Escheat to Govt & accept the Board's recommendation.

15.5.22.

I wonder why we allowed all these years to elapse before we asserted our claim. The facts make it a prima-facie case for us. As regards compensation of improvements, Sarkar Ajj has not considered the question whether in such cases as in the Mysore there is the custom to pay compensation for improvements & the position is not the same as under § 51 of the I.P. Act. This 2

1 The Melkaram Compensation for Tenant Improvements does not amount to S.C but which does not in any way affect Customary rights

See s. 22 of the Transferred Property Act & III — Vic. c. 4

35

Crime does not attract provisions of the Act, Compensation can be granted and Collr in Court

16-5-22

(b) 57 n

To Under Secretary.

~~Please see the Concluding portion of the Advocate General's opinion in page 6 separated by asterisks above. Orders are solicited as to whether~~ It is submitted that the draft order may be issued. It does not seem necessary to mention anything in the draft order about compensation.

19/5/22

8 u.
23/5/22

may issue

25.5.22

(b) 57 n

Sectt. II-10 (a)—26,596 -11-4-21.

	Date.	Initials.
When received for Fair-copying.		
When copied	30-5-22	TKG
When examined ..	"	J.A.K.
When signed ..		
When despatched ..	30/5	[illegible]

36

Revenue DEPARTMENT.

Escheat (South Kanara) Uppinangadi taluk - Kokkada etc Villages - Property of Rudraya - Orders passed -:

REAL MAIN G.O. No. ....., dated ..... 192 .

" " " " ..... " ..... 192 .

READ ALSO:—

C. No. 449 Q 9/22., From the Board of Rev Lr, No. Reference A/5260/21-1 dated 10.1.1922.

om no 449 Q 9/22-1 To The Do d 30.1.1922

" " 937 Q 9/22 " " Do " B/966-22-1 " 28.3.1922

" " " " " " 192 .

ORDER.

No. 959., dated 30th May 1922.

This

The Government accept the recommendation of the Board of Revenue to assert the claim of the State to the properties left by the late Rudraya of Kokkada etc Villages Uppinangadi taluk South Kanara district, as an escheat

2. A suit should be instituted, if necessary, to recover possession of the property from the present

occupants — 31

ASD
23.1.22

23.1.22.

To The Board of Mo. Lab

DESPATCHED
30 MAY 1922